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Attorney for Plaintiff
Lovey Martin

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

LOVEY MARTIN,)	Case No.
)	
Plaintiff,)	COMPLAINT
)	
vs.)	
)	
DOCTORS MANAGEMENT COMPANY LONG)	
TERM DISABILITY PLAN,)	
)	
Defendant.)	

Plaintiff Lovey Martin alleges:

Jurisdiction and Venue

1. This action arises under the Employee Retirement Income Security Act of 1974, 29 USC §1001 *et seq.* (ERISA) and more particularly 29 USC §§1132(a)(1)(B) and 1132(g). This court has jurisdiction in this matter under 29 USC §1132(e) and 28 USC §1367(a). At relevant times, Mr. Holmes resided in Vallejo, California, and the defendant ERISA plan resides or may be found within this district.

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COMPLAINT

Factual Background

2. Mr. Martin, at relevant times, was an employee of Doctors Management Company (DMC). As a function of this employment, Mr. Martin was and is a qualified participant in and beneficiary of defendant Doctors Management Company Long Term Disability Plan ("the Plan"), which was established and maintained by DMC for and on behalf of certain of its employees. The Plan was funded through the purchase by DMC of a group long term disability insurance policy issued by Prudential Insurance Company of America; the policy is referred to herein as the "Prudential policy." Prudential was claims administrator for claims submitted under the Plan pursuant to the Prudential policy. The Plan was and is an employee benefit plan as defined by 29 USC §1002(3).

3. Mr. Martin, at relevant times, suffered from major depression, adjustment disorder, and personality disorder. His condition rendered him at relevant times disabled according to the terms of the Prudential policy and thereby eligible for benefits under the Plan.

4. Mr. Martin's disability commenced in October 2004. In May 2005, Mr. Martin submitted a claim for long term disability (LTD) benefits in accordance with the terms of the Plan and the Prudential policy.

5. On October 17, 2005, Prudential wrote to Mr. Martin, improperly and wrongfully denying his claim for LTD benefits.

6. On March 31, 2006, Mr. Martin, pursuant to the terms of the Prudential policy and the Plan, submitted to Prudential an administrative appeal of the October 2005 denial of LTD benefits.

7. On June 28, 2006, Prudential sent Mr. Martin a letter in which it upheld on

1 administrative appeal the improper and wrongful October 2005 denial of LTD benefits.

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3 **8.** Mr. Martin thereafter retained counsel. On December 26, 2006, his counsel
4 submitted to Prudential on his behalf, pursuant to the terms of the Prudential policy and the
5 Plan, a further administrative appeal of the denial of LTD benefits.

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7 **9.** On March 20, 2007, Prudential sent to Mr. Martin's counsel a letter in which it
8 upheld on administrative appeal the improper and wrongful denial of LTD benefits under the
9 Prudential policy and the Plan.

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11 **10.** Mr. Martin has exhausted all administrative remedies available to him under the
12 terms of the Prudential policy and the Plan, to no avail, in that Prudential has persisted in its
13 improper and wrongful denial of Mr. Martin's LTD benefits.

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16 **First Cause of Action**
17 **To Recover Benefits Due Under an ERISA Plan**
18 **Pursuant to 29 USC §1132(a)(1)(B)**
And Attorney Fees and Costs Pursuant to 29 USC §1132(g)

19 **11.** Mr. Martin refers to each and every foregoing paragraph of this complaint and
20 incorporates those paragraphs as though set forth in full in this cause of action.

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22 **12.** As a direct and proximate result of the improper acts and/or omissions herein
23 alleged, Mr. Martin has had benefits wrongfully withheld from him under the terms of the
24 Prudential policy and the Plan.

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26 **13.** As a direct and proximate result of the improper acts and/or omissions herein
27 alleged, Mr. Martin has been compelled to incur reasonable attorney fees and other costs
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1 associated with the investigation of his claim and the prosecution of this action.

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4 **WHEREFORE**, Mr. Martin prays for judgment as follows:

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6 **1.** An award of all LTD benefits wrongfully withheld from him, with pre-judgment
7 and post-judgment interest thereon;

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9 **2.** An award of attorney fees and costs of suit as authorized by statute;

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11 **3.** For such other and further relief as the court may deem proper.
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14 Dated: November __, 2007
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Richard Johnston
Attorney for Plaintiff
Lovey Martin
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